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In re:

PG&E CORPORATION

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☒ Affects Pacific Gas and Electric
Company
☐ Affects both Debtors

**All papers shall be filed in the Lead Case,
No. 19-30088 (DM)*

Bankruptcy Case No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administered)

**DECLARATION OF JON C. YODER
IN SUPPORT OF MOTION BY AD HOC
GROUP OF INTERCONNECTION
CUSTOMERS TO COMPEL PAYMENT OF
PASS-THROUGH AMOUNTS WITHHELD
BY PACIFIC GAS AND ELECTRIC
COMPANY**

Date: November 13, 2019
Time: 10:00 a.m. (PT)
Place: United States Bankruptcy Court
Courtroom 17, 16th Floor
San Francisco, CA 94102

**Objection Deadline:
November 8, 2019, at 4:00 p.m. (PT)**

I, Jon C. Yoder, hereby declare as follows:

1. I am a Managing Director in the Renewable Power Group of Goldman Sachs Asset
Management, L.P. (“**GSRPG**”). I have personal knowledge of the facts stated in this Declaration,

1 except as otherwise indicated. If called as a witness I could, and would, competently testify under
2 oath as set forth below.

3 2. I submit this Declaration on behalf of RE Mustang LLC (“**Mustang**”), RE
4 Mustang 3 LLC (“**Mustang 3**”) and RE Mustang 4 LLC (“**Mustang 4**”) in support of the *Motion*
5 *of the Ad Hoc Group of Interconnection Customers to Compel Payment of Pass Through Amounts*
6 *Received by Pacific Gas and Electric Company* (the “**Motion**”)¹.

7 3. Mustang, Mustang 3, and Mustang 4 (collectively the “**Project Companies**”) are
8 the owners of three photovoltaic solar energy generation facilities (collectively, the “**Project**”)
9 located in unincorporated western Kings County, California with a combined maximum net
10 output of 100 MW_{AC}. GSRPG acquired the controlling equity interests in the Project Companies
11 in May 2019.² As such, my statements herein relating to the period prior to such date are based
12 on regularly kept business records of regularly conducted business activities of the previous
13 owner of the Project Companies relating to the Project.

14 4. The Project is located 1.53 miles from the Henrietta substation owned by Pacific
15 Gas and Electric Company (the “**Utility**”) and connects to the Utility’s Gates-Gregg and Gates-
16 McCall 230 kV transmission lines at a switching station built for the Project. The Project is
17 interconnected to the California Independent System Operator Corporation (“**CAISO**”) controlled
18 grid pursuant to a Large Generator Interconnection Agreement (LGIA), Project: RE Mustang
19 (Q#643W) by and among the Project Companies, CAISO, and the Utility dated February 20,
20 2014, as amended by a First Amendment thereto dated as of September 5, 2014, a Second
21 Amendment thereto dated as of June 10, 2016, and a Third Amendment thereto dated as of
22 November 21, 2016 (as amended, the “**Interconnection Agreement**”).³

23 5. The Interconnection Agreement required the Project Companies to fund certain
24 upgrades to the Utility’s transmission system (“**Network Upgrades**”) in order to connect the

25 ¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed
26 to such terms in the Motion.

26 ² Certain tax equity investors own indirect passive interests in the Project Companies.

27 ³ The Interconnection Agreement substantially conforms to the form Large Generator
28 Interconnection Agreement issued in CAISO’s open access transmission tariff, attached to the
Mersing Declaration at **Exhibit 2**.

1 Project to the CAISO-controlled grid. The Network Upgrades are described in Appendix A to the
2 Interconnection Agreement and include both (i) delivery network upgrades to relieve constraints
3 on the CAISO controlled grid, and (ii) reliability network upgrades necessary to interconnect the
4 Project safely and reliably to the Utility's transmission system (including additions,
5 modifications, and upgrades necessary to remedy short circuit or stability problems) that would
6 not have been necessary but for the interconnection of the Project.

7 6. Section 11.4.1 of the Interconnection Agreement requires the Utility to reimburse
8 Mustang⁴ for the Network Upgrades ("***Network Upgrade Reimbursements***" or "***NUR***
9 ***Payments***") on a dollar-for-dollar basis following the Commercial Operation Date of the Project.
10 The NUR Payments are required to be paid in equal quarterly installments of \$1,171,395.31 each
11 over a five-year period.

12 7. The Commercial Operation Date of the Project occurred on September 30, 2016.
13 The Utility commenced making NUR Payments to Mustang shortly thereafter and generally
14 adhered to the schedule for NUR Payments until it filed for bankruptcy protection, when the
15 Utility stopped paying Network Upgrade Reimbursements to Mustang.

16 8. At this time there are three outstanding past due NUR Payments owed to Mustang
17 in the total amount of \$3,514,185.93, and an additional \$1,171,395.31 will be due on or before
18 December 31, 2019. The Utility is aware that the NUR Payments are past due and has advised
19 the Project Companies that the Network Upgrade Reimbursements cannot be paid during the
20 pendency of its bankruptcy case. The dates on which such NUR Payments were due, and the
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25 ⁴ Pursuant to an Amended and Restated LGIA Co-Tenancy Agreement among the
26 Project Companies, Mustang serves as Manager for the Project Companies under the
27 Interconnection Agreement and is the Utility's and CAISO's point of contact for issues related to
28 the Interconnection Agreement, including receipt and distribution of NURs, which Mustang is
responsible for dividing among the Project Companies as follows: Mustang - 30%, Mustang 3 -
40%, and Mustang 4 - 30%.

1 dates on which all of the remaining Network Upgrade Reimbursements will become due, are set
2 forth in **Exhibit 1** to this Declaration.⁵

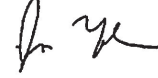
3 9. The Utility and PG&E Corporation have no interest in the output of the Project,
4 which is sold on an ongoing basis to Sonoma Clean Power Authority and Marin Clean Energy
5 under long-term power purchase agreements. The Debtors' only relationship with the Project is
6 with respect to providing interconnection service for the Projects to the CAISO-controlled grid.
7 The Project Companies are forced to work with the Utility because they have no alternative
8 means to interconnect their Projects to the CAISO-controlled grid.

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27 ⁵ Pursuant to the terms of the purchase and sale agreement under which GSRPG acquired
28 the Project, the seller of the Project Companies (which is not a movant) also has an interest in a
portion of the NURs that are owed to Mustang.

1 I declare under penalty of perjury under the laws of the United States and the State of
2 California that the foregoing is true and correct.

3 Executed this 17th day of October, 2019 at New York, New York.

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5 _____
Jon C. Yoder

6 (Exhibit Follows)
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Exhibit 1 to Declaration of Jon C. Yoder

***(Table of Past Due and Future NUR
Payments for Mustang Project)***

Due Date	Amounts Past Due	Scheduled NUR Payments
3/31/2019	\$1,171,395.31	
6/30/2019	\$1,171,395.31	
9/30/2019	\$1,171,395.31	
12/31/2019		\$1,171,395.31
3/31/2020		\$1,171,395.31
6/30/2020		\$1,171,395.31
9/30/2020		\$1,171,395.31
12/31/2020		\$1,171,395.31
3/31/2021		\$1,561,860.38
TOTALS	\$3,514,185.93	\$7,418,836.93